

Staff Summary Report

Council Meeting Date: 02/07/08

Agenda Item Number: _____

SUBJECT: Request approval of a construction Job Order with 3D/International, Inc. and a construction change order contingency for Tempe Fire Station No. 4 Renovation and Tempe Joint Fire Training Center Addition.

DOCUMENT NAME: 20080207PWDR02 **FIRE STATIONS-
MAINTENANCE/IMPROVEMENTS (1001-08) PROJECT NO.
5602531**

SUPPORTING DOCS: Yes

COMMENTS: Job Order in the amount of \$659,863, subject to execution of the final written contract, and construction change order contingency of \$40,000.

PREPARED BY: DONNA RYGIEL, ENGINEERING CONTRACT ADMIN. (x8520)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

LEGAL REVIEW AS TO FORM: ANDREW CHING, CITY ATTORNEY (x8575)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 5602531.

RECOMMENDATION: Approve Job Order and contingency amount.

ADDITIONAL INFO: The scope of work for the Joint Fire Training Center includes enclosing the existing patio and adding a classroom, which will bring the total number of classrooms up to three. For Fire Station No. 4, the scope of work includes adding a women's restroom, a complete rebuild of the kitchen/dining area, the addition of an exercise room and upgrades to the truck room.

The proposal of 3D/International, Inc. has been reviewed by staff and found to be in order.

This award is conditioned upon execution of final written contract documents and approved submittals of any required payment bond, performance bond, ensure to insure affidavit, insurance certificates or other documents.

Approved by Glenn Kephart, Public Works Manager

 **COPY**



**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONTRACT DOCUMENTS

FOR

**TEMPE FIRE STATION NO. 4 RENOVATION AND
ADDITION AT TEMPE JOINT FIRE TRAINING CENTER**

PROJECT NO. 5602531

JOB ORDER CONTRACT

CITY COUNCIL MEMBERS

Mayor – Hugh Hallman

Mark Mitchell
Barbara J. Carter
Shana Ellis

P. Ben Arredondo
Onnie Shekerjian
J. Hut Hutson

City Manager – Charles W. Meyer
City Engineer – Andy Goh, P.E.

2008

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER CONTRACT NO. C2005-81

JOB ORDER NO. TWENTY FIVE

TEMPE FIRE STATION NO. 4 RENOVATION AND
ADDITION AT TEMPE JOINT FIRE TRAINING CENTER

PROJECT NO. 5602531

This JOB ORDER made and entered into on this 7th day of February, 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the **CITY** and 3D/ International, Inc. hereinafter called the **JOC CONTRACTOR** amends the original Contract made and entered into by and between the same parties on April 21, 2005, (Contract No. C2005-81).

WITNESSETH: That the JOC Contractor, for and in consideration of the sum to be paid by the City, in the manner and at the times hereinafter provided, and of the other mutual covenants and agreements hereinafter contained, and under penalties expressed in the bonds hereto attached, hereby agrees, for itself, its heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I – JOB ORDER PRICE AND WORK LOCATION: The JOC Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction of the Tempe Fire Station No. 4 Renovation and Addition at Tempe Joint Fire Training Center, (Project No. 5602531) for the sum of Six Hundred Fifty Nine Thousand Eight Hundred Sixty Three and 00/100 Dollars (\$659,863.00), as detailed in the Proposal (Exhibit “A”), and to

completely and totally construct the same and install the materials therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City or its properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the above referenced project(s) and other documents that may be made by the City through the Engineer or properly authorized agents, as provided herein. The full street or physical address of each construction Work location is 300 E. Elliot Road and 1340 E. University Drive. The JOC Contractor shall list each Work location in any and all Contract Documents with each subcontractor at any level and each subcontractor shall include each Work location in any and all Contract Documents with its subcontractors at any level.

ARTICLE II – REQUIRED SUBMITTALS: The JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) prior to a Notice to Proceed with the above referenced project.

ARTICLE III – AMENDMENT: These Job Order Agreement documents, City of Tempe Contract No. C2005-21, Performance Bond, Payment Bond and Certificate(s) of Insurance are by this reference made a part of this Job Order to the same extent as if set forth herein in full. All other provisions of the original Contract where not inconsistent with this Job Order Agreement shall remain binding on the parties hereto.

ARTICLE IV – START OF WORK: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed and shall be completed within one hundred twenty (120) calendar days thereafter.

Tempe Fire Station No. 4 Renovation and
Addition at Tempe Joint Fire Training Center
Project No. 5602531

IN WITNESS WHEREOF, the parties hereto have executed this Job Order this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended by:



Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

**The JOC Contractor warrants that the person who is signing this Agreement on behalf of
the JOC Contractor is authorized to do so and to execute all other documents necessary to
carry out the terms of this Agreement.**

JOC CONTRACTOR
3D/ International, Inc.

Name

Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A

3D/INTERNATIONAL Proposal Tempe Fire Training Center City of Tempe Based on Owner's Site Walk - 8/22/2007 3D/International Project No. 443328-03100

Description	Quantity	Unit of Measure	Unit Price	Base Cost
Construction				
Demolition				
Demolition Per Plan	1	ls		\$15,579.98
Saw cut and demo of conc. slab, storefront, ceilings, partitions.				Included above
Dumpsters				Included above
Sub Total Demolition-				\$15,579.98
Concrete				
slab on grade, footers, dowells into existing concrete. Remove and replace slab in lieu of topping.	1	ls		\$8,808.29
Sub Total Concrete-				\$8,808.29
Masonry				
masonry walls tooth in and sealer	1	ls		\$24,172.10
Sub Total Masonry-				\$24,172.10
Wood, Plastics & Metals				
Rebar, wood cap and sill	1	ls		\$625.00
Sub Total Wood & Plastics-				\$625.00
Thermal & Moisture Protection				
Backer rod and sealants, R-13, sound batts	1	ls		\$2,160.88
Sub Total Thermal & Moisture Protection-				\$2,160.88
Doors & Windows				
Door Frames/Doors/hardware, glass window (A,B) Glazing	1	ls		\$11,789.75
Glazing, window tint				
Sub Total Doors & Windows-				\$11,789.75
Finishes				
Drywall, partitions, furring, patching, soffit, acoustical ceilings, paint, stain doors	1	ls		\$14,726.00
Installation of all millwork and cabinets per plan. All material included per specification. (2 xtra large storage cabinets with plastic laminate surfaces and melamine interiors.)	1	ls		\$6,257.00
Sub Total Finishes-				\$20,983.00
Fire Sprinkler	1	ls		\$1,685.00
No additional heads are figured, price includes head drop adjustments to suspended ceiling height				
Sub Total Fire Sprinkler-				\$1,685.00

Mechanical - HVAC and Plumbing	1	ls		\$10,950.00
All Hvac equipment and layout per plans				Included above
includes exhaust extension, (2) exhaust fans, all diffusers and grilles and air balance.				Included above
All plumbing work per plans, furnish and install fixtures				Included above
Sub Total HVAC and Plumbing				\$10,950.00
Electrical-				
3/4" emt conduits, all pannel board updating per plan, relocating existing fire alarm, provide all electrical wiring, piping, temporary lighting and fixtures per plan and specification	1	ls		\$8,689.00
Sim man conduits and boxes under slab. Conduit box will be (HBL601PB) 12"x12"x5.25" allowing for approx. 6ft of cable storage.	1	ls		\$1,900.00
Sim man cabling with terminations (6ft coil)	1	ls		\$10,340.00
Sub Total Electrical-				\$20,929.00
Construction Subtotal				\$117,683
Design				
None	0	HRS		
Design Subtotal				\$0
General conditions				\$21,900
Preconstruction - 3D/I Labor				\$2,800
Construction - 3D/I labor				\$0
Subtotal				\$142,383
Overhead and Profit, Per table 1			12%	\$17,086
Total				\$159,469
Insurance 1.33%			1.33%	\$2,258
Bonds 1%			1.00%	\$1,703
Sales Tax 5.27%			5.27%	\$8,613
Combined Total				\$172,044
Contractor's Contingency			0%	\$0
Job Order Price				\$172,044
Owner's Contingency			0%	\$0
Project Total				\$172,044
Clarifications				
1 Work is included per drawings prepared by Deutsch Associates, and listed in the following document list.				
2 Furnishings to be provided by the City of Tempe.				
3 Design services are excluded by 3D/I.				
4 Testing and special inspection costs, if any, will be paid by the City of Tempe.				
5 Plan review and permit fees are paid by the City of Tempe.				
6 All work is priced for regular working hours.				
7 Existing hazardous waste or environmental concerns (if any) are not included in this proposal.				
8 Additional work required by plan review or authorities having jurisdiction is excluded from this proposal.				
9 Sim Man conduit box will be (HBL601PB) 12"x12"x5.25" allowing for approx. 6ft of cable storage.				
10 Flooring installation and repairs will be completed by the City of Tempe.				
11 Painting is included corner to corner only.				

Drawing Log:

Description		Sheet No	Date sealed	
Cover Sheet			none	
General Information		G-001	12/7/07	
General Structural Notes		S-101	8/27/07	
Partial Foundation Plan		S-102	12/3/07	
Site Plan		AS-101	10/16/07	
JFTC Floor Demo and RCP		A-101	12/7/07	
JFTC Ext elevations and Sections		A-201	12/7/07	
JFTC schedules and details		A-601	12/7/07	
mechanical abbreviations and symbols		M 0.0	11/30/07	
mechanical floor plan		M1.1	12/3/07	
mechanical schedules and details		M2.1	11/30/07	
electrical symbols and legend		E0.0	11/30/07	
electrical single line diagram		E0.1	11/30/07	
electrical demolition plan		E1.0	11/30/07	
new work electrical plan		E2.0	11/30/07	
Project Manual for Addition at Tempe Joint Fire Training Center			10/16/07	

3D/INTERNATIONAL Proposal
Tempe Fire Station #4 Renovation
City of Tempe
Based on Owner's Site Walk - 8/22/2007
3D/International Project No. 443328-032200

Description	Quantity	Unit of Measure	Unit Price	Base Cost
Construction				
Demolition				
Demolition Per Plan	1	ls		\$32,059.53
Saw cut and demo of conc. floor as needed for plumbing				Included above
Dumpsters and waste removal				Included above
Add (2) shrubs, reconnect irrigation, install DG to restore landscape at west side				Included above
Sub Total Demolition-				\$32,059.53
Concrete				
Concrete pourback, equipment pad, footings	1	ls		\$9,887.14
Sub Total Concrete-				\$9,887.14
Masonry				
Screen wall at air conditioning equipment, infill at laundry, racquet ball court walls addition and bond beams	1	ls		\$15,140.89
Sub Total Masonry-				\$15,140.89
Wood, Plastics & Metals				
Parapet cap, backing, trusses, sheathing, TV room riser	1	ls		\$18,063.58
AWI Custom grade cabinetry per spec, stainless kitchen counter tops, solid surface counter top at Rm 101, plastic laminate.	1	ls		\$28,425.00
Flashing, lintel, rebar, scuppers/downspouts, anchors				\$6,591.07
Sub Total Wood & Plastics-				\$53,079.65
Thermal & Moisture Protection				
Stucco, Caulking and Sealants, R-30 and R-13 insulation, sound batts.	1	ls		\$23,594.74
Roofing - Flat roof over racquetball, standing seam over hose tower.	1	ls		\$14,270.00
Sub Total Thermal & Moisture Protection-				\$37,864.74
Doors & Windows				
Door Frames/Doors/hardware, glass	1	ls		\$15,438.89
Over Head Garage Doors				\$36,888.00
Sub Total Doors & Windows-				\$52,326.89
Finishes				
Drywall, framing, furring, patching, soffit, acoustical ceilings.				\$25,557.76
Paint new masonry, interior walls, doors and frames, all per plans.				\$12,775.68
Ceramic Tile				\$6,746.88
Restroom accessories				\$1,809.65
Truck Bay lockers				\$5,100.00
Not in design - Add Painting of Truck bay interior walls and ceiling				\$7,374.30
Sub Total Finishes-				\$59,364.27

Fire Sprinkler	1	ls		\$6,890.00
Wet overhead fire sprinkler system including water flow test, design, plan submittal, and permits as necessary				
Sub Total Fire Sprinkler-				\$6,890.00
Mechanical - HVAC and Plumbing	1	ls		\$42,750.00
All Hvac equipment and layout per plans				
2-new AC split systems per plan, crane Service, all air distribution, exhaust fans, diffusers, and grilles, startup, balance				
All plumbing work per plans, furnish and install all fixtures				
Sub Total - HVAC and Plumbing				\$42,750.00
Electrical-				
3/4" emt conduits, all pannel board updating per plan, relocating existing fire alarm, provide all electrical wiring, piping, temporary lighting and fixtures per plan and specification				\$54,987.00
Sub Total Electrical-				\$54,987.00
Construction Subtotal				\$364,350
Design				
None	0	HRS		
Design Subtotal				\$0
General conditions				\$38,280
Preconstruction - 3D/I Labor				\$4,726
Construction - 3D/I labor				
Subtotal				\$407,356
Overhead and Profit, Per table 1			11%	\$44,809
Total				\$452,165
Insurance 1.33%			1.33%	\$6,403
Bonds 1%			1.00%	\$4,830
Sales Tax 5.27%			5.27%	\$24,421
Combined Total				\$487,819
Contractor's Contingency			0%	\$0
Job Order Price				\$487,819
Owner's Contingency			0%	\$0
Project Total				\$487,819
Clarifications				
1 Work is included per drawings prepared by Deutsch Associates and listed below in the Documents List				
2 Furnishings and appliances to be provided by the City of Tempe.				
3 Design services are excluded by 3D/I.				
4 Testing and special inspection costs, if any, will be paid by the City of Tempe.				
5 Plan review and permit fees are paid by the City of Tempe.				
6 All work is priced for regular working hours.				
7 Existing hazardous waste or environmental concerns (if any) are not included in this proposal.				
8 Additional work required by plan review or authorities having jurisdiction is excluded from this proposal.				
9 Removal of all existing furniture, weight traning equipment and personal effects is by Owner.				

10	Flooring installation and repairs will be completed by the City of Tempe. (existing carpet will be removed per demolition plans. All flooring material and labor is by the City of Tempe except ceramic tile in the new women's locker room).
11	Cleaning of existing ductwork is not included. Existing sheet metal ducts will remain in place per design.
12	Removal of existing Washer/Dryer and all other appliances as well as temporary set up are by City of Tempe.
13	4th sink (drawing A-102) in men's washroom is not existing. Existing condition will not be altered.
14	All millwork is priced as particle board construction in lieu of plywood, and meeting AWI Custom Grade per spec.
15	Over head garage doors are per plans and specs and do not include manual winch operators.
16	Painting is included corner to corner only.
17	Bay lighting is priced as continuous strips in lieu of staggered layout on drawings. Ceiling fans are excluded.
18	Masonry walls at raquet ball court will be taken down approx (4) courses in lieu of toothing into existing to create additional stability.
19	An additional finishes line item has been included to paint out the truck bay this may be removed upon request. In addition an additional line item may be added to repaint the entire exterior of the building in lieu of corner to corner.

Documents List	Drawing No.	Drawing seal date
Drawings		
Cover Sheet	G-001	none
General Info	S-001	10/16/07
General Structural Notes	S-101	8/22/07
Typical Details 01-20	S-102	10/2/07
Typical Details 01-20	S-201	8/22/07
Partial Roof Framing	S-301	8/22/07
Details	S-401	8/22/07
Pverall Site Plan	AS-101	10/16/07
Fire Station Demo	A-101	10/16/07
Fire Station Demo	A-102	10/16/07
Reflected Ceiling Plan	A-103	10/16/07
Fire Station Roof plan	A-104	10/16/07
FS #4 Interior Elevations	A-201	10/16/07
FS #4 Interior Elevations	A-202	10/16/07
FS #4 Interior Elevations	A-301	10/16/07
FS #4 Details	A-501	10/16/07
FS #4 Details	A-502	10/16/07
FS #4 Schedules	A-601	10/16/07
Mechanical Abbreviations and Symbols	M0.0	10/3/07
Mechanical Demolition Floor Plan	M0.1	10/3/07
Mechanical Floor Plan #4 Building	M1.1	10/3/07
Mechanical Schedules	M2.1	10/3/07
Mechanical Details	M2.2	10/3/07
Plumbing Abbreviation and Symbols	P0.0	10/3/07
Plumbing Floor Plan #4 Building	P0.1	10/3/07
Plumbing Floor Plan #4 Building	P1.1	10/3/07
Plumbing Isometrics #4 Building	P2.1	10/3/07
Plumbing Isometrics #4 Building	P2.2	10/3/07
Plumbing Schedule and Details	P3.1	10/3/07
Electrical Symbols and Legend	E0.0	10/3/07
Electrical Single Line Diagram	E0.1	10/3/07
Electrical Pannel Schedules	E0.2	10/3/07
Electrical Single Line Diagram	E1.0	10/3/07
Demo Plan Fire Station #4 Building	E1.1	10/3/07
Power Plan Fire Station #4 Building	E2.0	10/3/07
New Work Lighting Plan	E2.1	10/3/07
Project Manual for Remodeling at Tempe Fire Station #4		10/16/07
Addendum #1		10/10/07

EXHIBIT B

FORMS APPENDIX

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORS SB-1

STATUTORY PERFORMANCE BONDB-1

STATUTORY PAYMENT BOND.....B-3

In accordance with the provisions of Section 108.2 of the MAG Specifications, the JOC Contractor shall provide for each Job Order the information listed below regarding proposed subcontractors which are subject to approval by the City.

[illegible]

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____(hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), are held and firmly bound unto _____(hereinafter called the Oblige) in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 7th day of February, 2008, to complete Project No. 5602531, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the Court. The performance under this bond is limited to the construction to be performed under this contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the contract.

Witness our hands this ____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 7th day of February, 2008, to complete Project No. 5602531, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the construction provided for the contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the Court.

Witness our hands this _____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**
SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**JOC CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

_____,
Arizona

Date _____

**TEMPE FIRE STATION NO. 4 RENOVATION AND
ADDITION AT TEMPE JOINT FIRE TRAINING CENTER
PROJECT NO. 5602531**

To the City of Tempe, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged or will be discharged after receipt of the final payment from the City of Tempe for the above project.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project against the City of Tempe. The undersigned further agrees to defend, indemnify and save harmless the City of Tempe against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances, materials, and/or equipment furnished for the performance of said installation.

Signed and dated at _____ this _____ day of _____, 2008.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2008.

Notary Public

My Commission Expires